

RECORDATION NO. 27609 **FILED**

**AUG 25 '08 -11 00 AM**

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, NW  
SUITE 301  
WASHINGTON, D.C.

**SURFACE TRANSPORTATION BOARD**

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

20036  
\_\_\_\_\_  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

August 25, 2008

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Finance Lease Agreement, dated as of September 1, 2006, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Kensington Capital Corporation  
5725 Forward Avenue, Suite 301  
Pittsburgh, PA 15217

Lessee: MHF Logistital Solutions, Inc.  
800 Cranberry Woods Drive, Suite 450  
Cranberry Township, PA 16066

Anne K. Quinlan, Esquire  
August 25, 2008  
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A description of the railroad equipment covered by the enclosed document is:

7 covered hopper railcars within the series ATSF 311741 - ATSF 312652 as more particularly set forth in the attachment to the document (to be remarked MHFX 7000 - MHFX 7006).

A short summary of the document to appear in the index is:

Finance Lease Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

## FINANCE LEASE AGREEMENT

RECORDATION NO. 27609 FILED

KENSINGTON CAPITAL CORPORATION  
Squirrel Hill Professional Building  
5725 Forward Avenue - Suite 301  
Pittsburgh, Pennsylvania 15217

AUG 25 '08 -11 00 AM

SURFACE TRANSPORTATION BOARD

LESSEE: Name: MHF Logistical Solutions, Inc.  
Address: 800 Cranberry Woods Drive, Suite 450  
Cranberry Township, PA 16066  
Federal Identification Number: 20-2806833  
Contact Name: Michael Bornak Phone: 724-772-9800

This Lease, made this 1st day of September, 2006, by and between KENSINGTON CAPITAL CORPORATION (the "Lessor") and MHF LOGISTICAL SOLUTIONS, INC. (the "Lessee").

1. **LEASE AGREEMENT:** Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, all the machinery, equipment and other personal property ("Equipment") described in Equipment Lease Schedule(s) which are or may from time to time be executed by Lessor and Lessee and attached hereto or incorporated herein by reference ("Schedules"), upon the terms and conditions set forth in this Lease, as supplemented by the terms and conditions set forth in the appropriate Schedule identifying such items of Equipment. All of the terms and conditions of this Lease shall govern the rights and obligations of Lessor and Lessee except as specifically modified in writing. Whenever reference is made herein to "this Lease" it shall be deemed to include each of the various Schedules identifying all items of Equipment, all of which constitute one undivided lease of the Equipment, and the terms and conditions of which are incorporated herein by reference.

2. **TERM:** The obligations under this Lease commence upon the written acceptance hereof by Lessor and shall end upon full performance and observance of each and every term, condition and covenant set forth in this Lease and any extensions hereof. The rental term for Equipment listed in each Schedule shall commence on the date indicated on such Schedule and shall terminate on the last day of the term stated in such Schedule. Any interim rental term shall also be set forth in any such Schedule as appropriate.

3. **RENT:** The rent, including interim rental payments, for the Items of Equipment described in each Schedule shall be the amount stated in such Schedule. Rent is an absolute obligation of Lessee due upon the inception of each rental or interim rental term and payable as specified in each particular Schedule irrespective of any claims, demands, set-offs, actions, suits or proceedings that Lessee may have or assert against Lessor or any supplier of Equipment. Rent and interim rent shall be payable to Lessor at its office, except as otherwise directed by Lessor.

4. **ADVANCE RENTALS; SECURITY DEPOSIT:** If one or more Advance Rentals are payable, the total amount of such Advance Rental shall be set forth on each Schedule and shall be due upon acceptance by Lessor of each Schedule providing for such rental. Advance Rentals, when received by Lessor, shall be applied to the first rent payment for the Equipment to which a Schedule applies and the balance, if any, of the Advance Rental shall be applied to the final rental payment or payments for said Equipment. In no event shall any Advance Rental or any other rent payments be refunded to Lessee. Security Deposit, if one is required, by Lessor, shall be due in the specified amount upon acceptance by Lessor of each Schedule providing therefor. Security Deposit shall be non-interest bearing and shall be security for the full payment and performance of all terms, conditions and obligations of the Lessee hereunder and under any and all Schedules. Such deposit shall not excuse the performance at the time and in the manner prescribed of any obligation of Lessee or prevent default thereof. Lessor may, but shall not be required to, apply such security deposit towards discharge of any overdue obligation of Lessee. The portion of the Security Deposit received by Lessor at the time Lessor accepted a particular Schedule, provided that Lessee has fully complied with and performed all its obligations under such Schedule and is not and has not been in default hereunder or under any Schedule hereunder, shall be refunded to Lessee.

5. **DELINQUENT RENT PENALTY:** Each rent or interim rent installment or other amount due hereunder not paid within ten days of its due date shall bear interest from such due date until paid at the lower of 5% per month or the highest contractual rate of interest. Such delinquent interest shall be payable upon demand. Interest shall accrue at said rate whether or not judgment hereon has been entered.

6. **LEASE OF EQUIPMENT FOR COMMERCIAL PURPOSES:** Lessee represents that it is leasing the Equipment for a business or commercial purpose and not for personal, family or household use.

7. **DELIVERY AND INSTALLATION:** Lessee will select the type, quantity and supplier of each Item of Equipment, and in reliance thereon, such Equipment will then be ordered by Lessor from such supplier, or Lessor may at its option elect to accept from Lessee an assignment of any existing purchase order. Lessor shall not be liable for loss or damage occasioned by any cause, circumstance or event of whatsoever nature, including, but not limited to, failure of or delay in delivery, delivery to wrong location, delivery of improper equipment or property other than the Equipment, damage to the Equipment, governmental regulations, strikes, embargoes or other causes, circumstances or events whether of a like or unlike nature. Lessee, at its expense, will pay all transportation, packing, installation, testing and other incidental charges in connection with the delivery, installation and use of each Item of Equipment. In the event that the cost of any Item of Equipment differs from the price set forth in the purchase order therefor, the monthly rental shall be changed accordingly to fully reflect any such difference.

8. **LOCATION OF EQUIPMENT:** Each Item of Equipment shall be delivered to the location specified in the Schedule relating thereto and shall not thereafter be removed from such location without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

9. **LESSOR'S RIGHT OF INSPECTION:** Lessor, or its authorized agents, shall have the right during normal business hours to enter upon the premises where any Item of Equipment is located (to the extent Lessee can permit) for the purpose of inspection.

10. **WARRANTY OF LESSEE'S QUIET POSSESSION:** Lessor warrants and covenants that so long as Lessee faithfully performs this Lease, Lessee, subject to the disclaimer of warranties set forth immediately below, shall quietly possess and use the Equipment without interference.

11. **DISCLAIMER OF WARRANTIES:** EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT. THIS DISCLAIMER OF WARRANTIES INCLUDES, BUT IS NOT LIMITED TO, ANY WARRANTY REGARDING: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS; it being agreed that all such risks, as between Lessor and Lessee, are to be borne by the Lessee. Lessor is not responsible or liable for any direct, indirect, incidental, or consequential damage to, or loss resulting from, the installation, operation, or use of any Item of Equipment or any product manufactured thereby. Lessor assigns to Lessee all warranties and claims with respect to the Equipment, to the extent assignable, and Lessor will cooperate with Lessee with respect thereto. However, such warranties and claims will automatically be reassigned to Lessor, to the extent assignable, if an Event of Default occurs, and Lessee will confirm this reassignment as and when requested by Lessor.

12. **USE OF EQUIPMENT:** Lessee must use the Equipment in a careful and proper manner in conformity with (i) all statutes and regulations of each governmental authority having jurisdiction over the Lessee and/or the Equipment and its use, and (ii) all policies of insurance relating to the Equipment and/or its use. In addition, Lessee shall not (i) use any Item of Equipment in any manner that would impair the applicability of manufacturer's warranties or render any item of Equipment unfit for its originally intended use; nor (ii) permit anyone other than authorized and competent personnel to operate any item of Equipment.

13. **ALTERATIONS:** Without the prior written consent of Lessor, which consent shall not be unreasonably withheld, Lessee shall not make any alterations, modifications, or attachments to the Equipment. All alterations, modifications, and attachments of whatsoever kind or nature made to any Item of Equipment must be removed without damaging the functional capabilities or economic value of the affected Item of Equipment upon the termination of the Lease. Under no circumstances shall any such alteration, modification, or attachment be encumbered by Lessee.

14. **MAINTENANCE AND REPAIRS:** Lessee shall at its own expense and without authority to bind Lessor maintain each Item of Equipment and all additions, attachments, modifications and accessories with respect thereto, in good mechanical condition and running order, normal wear and tear excepted. Immediately upon installation, title to replacement parts shall pass to Lessor, and be deemed part of the Equipment.

15. **RISK OF LOSS, DAMAGE AND THEFT:**

(a) All risk of loss, damage, theft or destruction, partial or complete, to any Item of Equipment incurred or occasioned by any cause, circumstance or event of whatever nature will be borne by Lessee from and after delivery of each Item of Equipment to a carrier FOB point of origin. Lessee shall promptly notify Lessor of any theft of or loss or damage to the Equipment.

(b) Neither total nor partial loss of use or possession of any Item of Equipment shall abate the rent.

(c) An Item of Equipment shall be deemed subjected to total loss (i) if it has disappeared regardless of the reason for disappearance or (ii) if it has sustained physical damage and the estimated cost of repair exceeds 75% of the fair market value on the date of damage. Lessee's duty to pay rent for any Item of Equipment subjected to total loss shall be discharged by paying to Lessor, on demand, all accrued but unpaid rent for such Item of Equipment as of the date of disappearance or damage, plus the greater of: (i) Lessor's book value of the Item of Equipment, which shall be deemed to be the Item of Equipment's cost as set forth in the applicable Schedule minus straight-line depreciation based on recognized physical life prorated to the date of disappearance or damage, or (ii) the fair market value of the Item of Equipment as of the date of disappearance or damage. The amount of applicable insurance proceeds, if any, actually received by Lessor shall be subtracted from the amount for which Lessee is liable under this Paragraph 15.

(d) Lessee shall cause any Item of Equipment subjected to partial loss to be restored to original capability. Lessor shall, upon receiving satisfactory evidence of restoration, promptly pay to Lessee the proceeds of any insurance or compensation received by Lessor, by reason of such partial loss.

(e) Lessor shall not be obligated to undertake the collection of any claim against any person for either total or partial loss of any Item of Equipment. After Lessee discharges its obligations to Lessor under either Paragraph 15(c) or 15(d) above, Lessee may, for Lessee's own account, proceed to recover from third parties and shall be entitled to retain any amount recovered. Lessor shall supply Lessee with any necessary assignment of claim.

(f) The provisions of the Paragraph 15 of the Lease to the contrary notwithstanding: in the event of a partial or total loss, Lessee shall have the right to provide substitute Equipment acceptable to Lessor, which substitute Equipment will become subject to the Lease; provided that the substitute Equipment be of equal or greater value, utility, and condition. If Lessee provides substitute Equipment pursuant to the preceding sentence, the rental and other amounts due under the Lease will remain unchanged, Lessor will promptly pay to Lessee the proceeds of any insurance or compensation received by Lessor by reason of such loss, and the Equipment subject to such loss, and all claims related thereto will be the property of Lessee.

**16. INDEMNIFICATION:**

(a) **Non-Tax Liability.** Lessee assumes liability for, and hereby agrees to indemnify, protect and hold harmless, Lessor, its agents, servants, employees, officers, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatsoever kind and nature, arising out of (i) the manufacture, installation, use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing, removal or return of any Item of Equipment, regardless of where, how and by whom operated, or (ii) any failure on the part of Lessee to perform or comply with any covenant or condition of this Lease.

(b) **Direct Tax Costs.** In addition to all other rents payable hereunder, the Lessee agrees to indemnify, protect, and hold harmless Lessor, its agents, servants, employees, officers, successors, and assigns from and against any and all taxes, license fees, assessments and other governmental charges, fees, fines or penalties of whatsoever kind or character and by whomsoever payable, which are levied, assessed, imposed or incurred during the lease term, and any extension thereof (i) on or relating to each Item of Equipment, including any tax on the sale, ownership, use, leasing, shipment, transportation, delivery or operation thereof, (ii) on the exercise of any option, election or performance of any obligation by the Lessee hereunder, (iii) of the kind generally referred to in items (i) and (ii) above which may remain unpaid as of the date of delivery of any Item of Equipment to the Lessee irrespective of when the same may have been levied, assessed, imposed or incurred, and (iv) by reason of all gross receipts and like taxes on or measured by rents payable hereunder levied by any state or local taxing authority having jurisdiction where any Item of Equipment is located. The Lessee agrees to comply with all state and local laws requiring the filing of ad valorem tax returns relating to each Item of Equipment. Any statements for such taxes received by the Lessor shall be promptly forwarded to the Lessee. This subparagraph shall not be deemed to obligate the Lessee to pay (i) any taxes, fees, assessments and charges which may have been included in the Lessor's cost of each Item of Equipment as set forth in Schedule(s) hereto, or (ii) any income or like taxes against the Lessor on or measured by the net income from the rents payable hereunder. The Lessee shall not be obligated to pay any amount under this subparagraph so long as it shall, at its expense and in good faith and by appropriate proceedings, contest the validity or the amount thereof unless such contest would adversely affect the title of the Lessor to an Item of Equipment or would subject any Item of Equipment to forfeiture or sale. The Lessee agrees to indemnify the Lessor against any loss, claim, demand and expense including legal expense resulting from such nonpayment or contest.

(c) **Indemnity Payment.** The amount payable pursuant to paragraphs 16 shall be payable upon demand of the Lessor accompanied by a statement describing in reasonable detail such loss, liability, injury, claim, expense or tax and setting forth the computation of the amount so payable.

(d) **Survival.** The indemnities and assumptions of liabilities and obligations provided for in this Paragraph 16 shall continue in full force and effect notwithstanding the expiration or other termination of this Lease.

**17. LESSEE'S ASSIGNMENT:** Without the prior written consent of the Lessor, Lessee shall not bail, sublease, hypothecate, transfer or dispose of any Item of Equipment or any interest in this Lease nor impair the Lessor's title to the Equipment. Lessee shall not assign this Lease, nor shall this Lease or any rights under this Lease or in any Item of Equipment inure to the benefit of any trustee in bankruptcy, receiver, creditor, or other successor of Lessee whether by operation of law or otherwise, without prior written consent of the Lessor.

**18. LESSOR'S ASSIGNMENT:** Lessor may assign this Agreement or any Schedule to a bank or any other lending institution or any other person, organization or agency.

**19. INSURANCE:** Lessee will at its own expense insure each Item of Equipment in compliance with the terms and conditions of the Insurance Schedule(s) attached hereto or incorporated herein by reference in form and in an amount satisfactory to Lessor with insurance carriers approved by Lessor. The proceeds of any insurance policy due by reason of theft or loss of or damage to any Item of Equipment shall be applied as provided in Paragraph 15 hereof. In addition to the compliance with the terms and conditions of the Insurance Schedule(s) and the other terms and conditions of this Paragraph 19, the Lessee shall comply with the following conditions:

(a) Lessee, prior to the inception of any rental term, shall deliver to Lessor all required policies of insurance or, in the alternative, properly completed certificates of insurance (in triplicate);

(b) Lessee shall cause each insurer to agree by endorsement on the policies or certificates of insurance or by an independent instrument furnished Lessor that each such insurer will give at least thirty (30) days' written notice to Lessor before any such policy or policies of insurance will be altered or cancelled for any reason, including, without limitation, failure of the Lessee to pay premiums;

(c) All coverage required by the Insurance Schedule(s) must be in effect when Lessor takes delivery or causes delivery to be made FOB point of origin;

(d) All insurance policies must indicate that the Lessor is an additional insured for all aspects of liability insurance coverage and is loss payee for all aspects of insurance coverage relating to the theft or loss of or damage to Equipment, and the proceeds of any public liability or property damage insurance shall be payable first to the extent of Lessor's liability;

(e) Lessee will furnish renewal policies or renewal certificates of insurance (in triplicate) listing Lessor as an additional insured and/or loss payee, as required by this Lease, no later than thirty (30) days prior to the expiration of any insurance coverage required hereby.

**20. ADDITIONAL DOCUMENTS:** If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents, including, without limitation, UCC financing and continuation statements, as Lessor shall deem necessary or desirable for purposes of continuing this Lease or recording or filing to protect the interest of Lessor in each Item of Equipment. Any such filing or recording shall not be deemed evidence of any intent to create a security interest.

21. **FURNISHING FINANCIAL INFORMATION:** During the term of this Lease and any extensions or renewals hereof, Lessee will furnish to Lessor:

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(a) Within 30 days after the end of each of the first three quarterly periods of Lessee's fiscal year, a balance sheet and statement of income of Lessee as of the close of such quarterly period from the beginning of the fiscal year to the date of such statement, prepared in accordance with generally accepted accounting principles, consistently applied, and in such reasonable detail as Lessor may request, certified as true, complete and correct by an authorized officer of the Lessee.

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(b) As soon as practicable, but in any event within 90 days after the end of each fiscal year, a copy of its annual audit certified by a certified public accountant selected by Lessee and satisfactory to Lessor.

(c) In a timely manner such financial statements, reports and other information as the Lessee shall send from time to time to its stockholders and/or file with the Securities and Exchange Commission and/or other materials which Lessor shall reasonably request.

22. **PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR:** If Lessee fails to promptly perform any of its obligations under this Lease, Lessor may perform the same for the account of Lessee without waiving Lessee's failure as a default. All sums paid or expense or liability incurred by Lessor in such performance (including reasonable legal fees) together with interest thereon at the highest contract rate enforceable against Lessee, but never at a higher rate than 15% per annum simple, shall be payable by the Lessee upon demand as additional rent.

23. **PURCHASE OF EQUIPMENT:** Lessee will purchase all, but not less than all, of the Items of Equipment listed on each individual Schedule at the price specified in such Schedule at the end of the rental term. The purchase of the Items of Equipment shall occur AS IS, WHERE IS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER except that Lessor shall deliver title to the Items of Equipment free of any lien or encumbrance created by any act of the Lessor.

24. **EVENTS OF DEFAULT:** Any of the following events or conditions shall constitute an Event of Default hereunder and entitle the Lessor, at its option, to avail itself of the remedies more fully set forth in Paragraph 25 hereof:

(a) Non-payment by Lessee of any rent or other amount provided for in this Lease;

(b) Failure of the Lessee to perform any of the non-monetary obligations, terms or conditions of this Lease;

(c) The Lessee shall commence a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or the taking possession by any official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of its creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding should be commenced against Lessee seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of thirty (30) days;

(e) If final judgment for the payment of money in excess of \$25,000 shall be rendered against the Lessee or, the institution of any attachment proceedings with respect to any significant portion of the Lessee's assets or property, and the same shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed;

(f) The Lessee, or any guarantor of the Lease, or any subsidiary or affiliate of the Lessee, shall default in the payment of principal and/or interest when due (whether by acceleration or otherwise) of any obligation or indebtedness, which shall remain unpaid and unsatisfied following the conclusion of any applicable grace period in respect to such obligation of indebtedness;

(g) The occurrence of any event described in this Paragraph 24(c) through (g) hereof with respect to any guarantor or any other party liable for payment or performance of this Lease;

(h) Any certificate, statement, representation, warranty or financial statement heretofore or hereafter furnished pursuant to or in connection with this Lease by or on behalf of Lessee or any guarantor or other party liable for payment or performance of this Lease is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against Lessee or any such guarantor or other party, or, upon the date of execution of this document or any Schedule, there shall have been any materially adverse change in any of the facts disclosed by any such certificate, statement, representation or warranty, which shall not have been disclosed in writing to Lessor at or prior to the time of execution of this document or such Schedule;

25. **REMEDIES:** Upon the happening of any Event of Default hereunder, the rights and duties of the parties shall be as set forth in this Paragraph. Lessor, upon the occurrence of an Event of Default and at any time thereafter, in its sole discretion may elect to do one or more of the following:

(a) Upon written notice to the Lessee terminate this Lease as to any or all of the Equipment Schedules then in effect.

(b) Upon Lessor's demand, the Equipment shall be promptly delivered to Lessor, at that place or those places designated by Lessor. If Lessee does not so deliver the Equipment, Lessee shall make the Equipment available for retaking and authorizes Lessor, its employees

and agents to enter the premises of the Lessee and any other premises (insofar as Lessee can permit) for the purpose of retaking. In the event of retaking, Lessee expressly waives all rights to possession and all claims for injuries suffered through or loss caused by retaking. Any repossession accomplished under this Paragraph 25(b) shall not release Lessee from liability for damages of Lessor sustained by reason of Lessee's default hereunder.

(c) Lessor may revoke Lessee's privilege of paying rent in installments causing acceleration of all remaining rents through the lease term and, upon Lessor's demand, as liquidated damages and not as a penalty, the Lessee shall promptly pay to the Lessor the aggregate of (i) all accrued and unpaid rent, whether by acceleration or otherwise, (ii) all costs and expenses incurred by Lessor in the repossession, recovery, storage, repair, inspection, appraisal, refurbishing, sale, release or other disposition of the Equipment, or any Item of Equipment, (iii) reasonable attorney's fees and costs, including any fees or costs incurred by Lessor in defending any action relating to this Lease or participating in any bankruptcy or insolvency proceeding to which Lessee is a party, or otherwise incurred due to Lessee's default, (iv) the estimated residual value of the Equipment as of the end of the current Term of the Lease, and (v) any claim for indemnity, if any, in favor of Lessor hereunder. In the event that any court having jurisdiction shall determine that in calculating damages hereunder as a result of a default by Lessee that sums payable in the future under the Lease must be discounted to present value, the discount rate to be applied in such case shall equal the discount rate of the Federal Reserve Bank of Cleveland then in effect on the earlier of the date of entry of judgment on such claim or the date of payment of such sum by Lessee.

(d) Lessor may sell or release the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee. All proceeds of the sale or releasing, or both (less (i) all expenses incurred in retaking the Equipment, making necessary repairs to the Equipment and enforcing this Lease, (ii) all damages that Lessor shall have sustained by reason of Lessee's default, and (iii) reasonable attorney's fees) shall be credited against Lessee's liability hereunder as and when received by Lessor. Sums in excess of Lessee's liability shall belong to Lessee. The Lessee shall be liable for any deficiency.

(e) The provisions of this Paragraph 25 shall not prejudice Lessor's right to recover or prove damages for unpaid rent accrued prior to default, or bar an action for a deficiency as herein provided, and the bringing of an action with an entry of judgment against Lessee shall not bar the Lessor's right to repossess any or all Items of Equipment.

(f) Lessor's remedies shall be available to Lessor's successors and assigns, shall be in addition to all other remedies provided to it under the Uniform Commercial Code as adopted and in effect in the Commonwealth of Pennsylvania ("UCC") (specifically, the remedies set forth in 13 Pa. C.S. § 2A.523(a), (b) and (c)) or by any other applicable law, and may be exercised concurrently or consecutively. LESSEE WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF THE EQUIPMENT BY LESSOR IN THE EVENT OF A DEFAULT HEREUNDER BY LESSEE. LESSEE HEREBY WAIVES ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY THE LESSOR OR THE LESSEE IN CONNECTION WITH THIS LEASE.

(g) THE UNDERSIGNED HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OF AMERICA OR ELSEWHERE TO APPEAR FOR THE UNDERSIGNED, AND, WITH OR WITHOUT COMPLAINT FILED, CONFESS JUDGEMENT OR A SERIES OF JUDGEMENTS ONE OR MORE TIMES AGAINST THE UNDERSIGNED IN FAVOR OF ANY HOLDER HEREOF, AS OF ANY TERM, FOR THE UNPAID BALANCE OF THE PRINCIPAL DEBT, AND ALL OTHER SUMS PAID BY THE HOLDER HEREOF TO OR ON BEHALF OF THE UNDERSIGNED, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS TOGETHER WITH UNPAID INTEREST THEREON, COST OF SUIT AND A REASONABLE ATTORNEYS' FEE ON WHICH JUDGEMENT OR JUDGEMENTS ONE OR MORE EXECUTIONS MAY BE ISSUED FORTHWITH. THE UNDERSIGNED HEREBY FOREVER WAIVES AND RELEASES ALL ERRORS IN SAID PROCEEDINGS, WAIVES STAY OF EXECUTION, RIGHT OF INQUISITION AND EXTENSION OF TIME OF PAYMENT, AGREES TO CONDEMNATION OF ANY PROPERTY LEVIED UPON BY VIRTUE OF ANY SUCH EXECUTION, AND WAIVES ALL EXEMPTIONS FROM LEVY AND SALE OF ANY PROPERTY THAT NOW IS OR HEREAFTER MAY BE EXEMPTED BY LAW.

**26. LESSEE REPRESENTATIONS AND WARRANTIES:** In order to induce Lessor to enter into this Lease and to lease to Lessee the Equipment, Lessee represents, as of the date hereof, and as of the date of execution of each Schedule hereunder, that:

(a) The Lessee is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation with corporate power and authority to conduct its business as such business is presently being conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Lease. The Lessee is duly qualified to do business and is in good standing as a foreign corporation in all states where its failure to so qualify would have a material adverse effect on its ability to perform its obligations under this Lease.

(b) The execution, delivery, and performance by the Lessee of this Lease and all related instruments and the consummation by the Lessee of the transactions contemplated hereby: (i) have been duly authorized by all necessary corporate action on the part of the Lessee, (ii) do not require any stockholder approval or the consent of any trustee or holder of any indebtedness or obligation of the Lessee (or, if so required, such approval or consent has been obtained), (iii) do not and will not result in any material violation of any term of any agreement, instrument, judgment, decree, franchise, permit, order, law, statute, rule, or governmental regulation presently applicable to it, (iv) is not in conflict with and does not constitute a default under any of the terms or provisions of, or subject the leased Equipment or any part thereof to any lien of, any indenture, mortgage, lease, contract, or other agreement or instrument (other than this Lease) to which the Lessee is a party or by which it or its property is bound or affected, and (v) does not and will not contravene Lessee's articles of incorporation and by-laws.

(c) The execution, delivery, and performance by the Lessee of this Lease and all related instruments and documents does not require any consent, authorization, or approval of, any filing of or registration with, or other action in respect to any federal, state, governmental authority or agency, or, if so required, the same have been obtained.

(d) This Lease and all related instruments and documents have been duly executed and delivered by the Lessee, and assuming the due authorization, execution, and delivery by the other party thereto, constitute legal, valid, and binding agreements of the Lessee enforceable against the Lessee in accordance with their terms.

(e) There are no pending actions or proceedings to which Lessee is a party, and there are no other pending or threatened actions or proceedings of which Lessee has knowledge, before any court, arbitrator, or administrative agency, which either individually or in the aggregate, would materially adversely affect the financial condition of Lessee, or the ability of Lessee to perform its obligation hereunder. Further, Lessee is not in default under any material obligations for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent which, either individually or in the aggregate, would have the same such effect.

(f) Under the laws of the state(s) in which the Equipment is to be located, the Equipment consists solely of personal property.

(g) The financial statements of Lessee (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles consistently applied, and accurately and completely present Lessee's financial condition and the results of its operations as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in such conditions or operations.

(h) The address stated on page one of this Lease is the chief place of business and chief executive office of Lessee; and the Lessee does not conduct business under a trade, assumed, or fictitious name.

**27. GOVERNING LAW AND CONSENT OF JURISDICTION:** This Lease has been executed and delivered in the Commonwealth of Pennsylvania. The laws and decisions of said Commonwealth (including, without limitation, as to the statute of limitations) will govern and control the construction, enforceability, validity and interpretation of this Lease, and of all agreements, instruments and documents, heretofore, now or hereafter executed by Lessee and delivered to Lessor pertaining or relating to this Lease or the transactions contemplated herein. The parties agree that any action or proceeding arising out of or relating to this Lease may be commenced in the Court of Common Pleas of Allegheny County, Pennsylvania, or in the United States District Court for the Western District of Pennsylvania and Lessee agrees that, in addition to any other manner of service prescribed by law or rule of court, a summons and complaint commencing an action or proceeding in either such Court shall be properly served upon Lessee and shall confer personal jurisdiction if served personally or by United States certified mail, return receipt requested, to the Lessee at the address indicated on the first page of this Lease.

**28. STATUTE OF LIMITATIONS:** Any action by Lessee against Lessor alleging any default by Lessor of its obligations or duties under the Lease or any agreement relating thereto, including breach of any warranty or indemnity, shall be commenced within one (1) year after such cause of action accrues.

**29. CONFLICT OF PROVISIONS:** In the event of any conflict of provisions between any Schedule and this document or between any Schedule and any other document, the provisions of the Schedule shall control.

**30. AMENDMENTS AND WAIVERS:** This Lease, all Equipment Schedule(s) and Insurance Schedule(s) and any final Commitment Letter executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment and the subject matter of this Lease. No term or provision of this Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessor may insert on the appropriate Schedule the serial number of any Item of Equipment after delivery thereof. No express or implied waiver by Lessor of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default whether similar in kind or otherwise.

**31. NOTICES:** Except as otherwise provided in Paragraph 27 above, service of all notices under this Lease shall be sufficient if given personally or mailed by first class mail to the party involved at its respective address set forth in the most recent Schedule relating hereto, or at such address as such party may otherwise provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed with first-class postage prepaid.

**32. GENDER; NUMBER:** Whenever the context of this Lease requires, the neuter gender includes the masculine and feminine, and the singular number includes the plural. Whenever the word Lessor is used herein, it shall include all assignees of Lessor. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

**33. TITLES:** The titles to the paragraphs of this Lease are solely for the convenience of the parties, shall not be deemed to constitute a part hereof, and are not an aid in the interpretation of the document.

**34. TIME:** Time is of the essence in the performance of this Lease and each and all of its provisions.

**35. SEVERABILITY OF PROVISIONS:** If any provision of this Lease is held invalid or unenforceable, the remaining provisions will not be affected thereby, and to this end the provisions of this Lease are declared severable.

**36. JOINT AND SEVERAL LIABILITY:** As used herein "Lessee," if there be more than one shall mean all Lessees, or each of them, and in such case they are jointly and severally bound.

**37. SECURITY INTEREST:** If the Lease is deemed at any time to be a lease intended as security, lessee agrees that the Equipment shall secure all sums due hereunder, as well as any other obligations or sums due by Lessee to Lessor, whether now existing or hereafter contracted for or hereafter arising.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



WITNESS the due execution hereof with the intent to be legally bound.

LESSEE: MHF LOGISTICAL SOLUTIONS, INC.

By: [Signature]

Typed Name: Michael J. Bonnek

Title: VP CFO

Date Signed: 8/22/06

LESSOR: KENSINGTON CAPITAL CORPORATION

By: [Signature]

Typed Name: Colleen NEVILLE Tatum

Title: VP

Date Signed: 8/29/06

✓ ATTEST/WITNESS

By: [Signature]

Title: JARED STANCO  
SICILIA ACCOUNTANT

DELAWARE FILE NUMBER: 3940021

I certify that I hold the title set forth above, that this instrument was signed on behalf of the Lessor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessor. I further declare under penalty of perjury that the foregoing is true and correct.

KENSINGTON CAPITAL CORPORATION

By: [Signature]  
Name: COLLEEN NEVILLE Tatum  
Title: Vice President

I certify that I hold the title set forth above, that this instrument was signed on behalf of the Lessee, by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessee. I further declare under penalty of perjury that the foregoing is true and correct.

MHF LOGISTICAL SOLUTIONS, INC.

By: [Signature]  
Name: JARED STANCO  
Title: CFO CONTROLLER

{01/01}

SCHEDULE OF LEASED EQUIPMENT

LESSEE:

MHF Logistical Solutions, Inc.  
800 Cranberry Woods Drive, Suite 450  
Cranberry Township, PA 16066

SUPPLIERS:

BNSF Railway Company  
2500 Lou Menk Dr., AOB-1  
Fort Worth, TX 76131

1. This Schedule of Leased Equipment ("Schedule") is hereby made a part of the Lease between the undersigned Lessor and the undersigned Lessee dated the 1st day of September, 2006. All terms and conditions of said Lease are incorporated herein by reference.

2. The Equipment subject to the Lease is:

QUANTITY	DESCRIPTION AND SERIAL NUMBERS	COST
	See "EXHIBIT A" attached hereto and made a part hereof.	

3. The Equipment shall be located at 800 Cranberry Woods Drive, Cranberry Township, PA 16066  
Street City County State Zip  
and shall not be removed therefrom without Lessor's written consent.

4. The original term of the Lease as to the Equipment described in this Schedule is 3 Years commencing on August 1, 2008, and terminating on August 1, 2011 unless sooner terminated under the terms of the Lease, as rent for the Equipment, Lessee shall pay total rent of \$96,603.48 as follows:

NUMBER & TYPE OF PAYMENTS	DATE PAYMENTS COMMENCE	AMOUNT OF PAYMENT	TAX (IF ANY)	TOTAL MONTHLY PAYMENT	DATE PAYMENTS TERMINATE
FIRST	1	08/01/08	exempt		09/01/08
MONTHLY	34	09/01/08	exempt		06/01/11

5. By executing, and delivering to Lessor, the Lessee Acceptance form attached hereto, Lessee warrants, covenants, and agrees that (a) Lessee has received all Equipment described in this Schedule at the location described in 3 hereof; (b) Lessee has duly inspected and accepts such Equipment without reservations; (c) Lessee is unconditionally bound to pay to Lessor the Total Rent and other payments due under the Lease, whether or not any Equipment described herein may now be or hereafter become unsatisfactory in any respect; and (d) Notwithstanding anything contained herein, Lessor and Lessee shall continue to have all rights which either of them might otherwise have with respect to Equipment described herein against any manufacturer or seller of said Equipment or any part thereof.

ADDITIONAL REMARKS:

IN WITNESS WHEREOF, the parties have executed this Schedule this 7th day of August, 2008.

KENSINGTON CAPITAL CORPORATION, Lessor

BY: Colleen Reville Tatum

TITLE: VP

MHF LOGISTICAL SOLUTIONS, INC., Lessee

BY: [Signature]

TITLE: CONTROLLER

**"EXHIBIT A"**

This Exhibit A is attached to and made a part of that certain  
Schedule of Leased Equipment  
between Kensington Capital Corporation as Lessor and  
MHF Logistical Solutions, Inc. as Lessee.

**SCHEDULE NO.:** 20130004

**LESSEE:** MHF Logistical Solutions, Inc.  
800 Cranberry Woods Drive - Suite 450  
Cranberry Township, PA 16066

**VENDOR:** BNSF Railway Company

**EQUIPMENT:** Seven (7) Covered Hopper (Flue Dust) Cars.  
Serial Numbers: ATSF 311741, 311783, 311784, 311803, 312333, 312381  
and 312652.  
Serial Numbers will be changed to the following:  
MHFX 007000, 007001, 007002, 007003, 007004, 007005 and 007006.

**COST:**

The equipment described includes all present and future additions, accessions, substitutions and replacements thereto.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 8/28/08



\_\_\_\_\_  
Robert W. Alvord